

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

DECEMBER 13, 2016

PRESENT:

Kitty Jung, Chair
Bob Lucey, Vice Chair
Marsha Berkgigler, Commissioner
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Health District Board Room, Building B – 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

16-1014 AGENDA ITEM 3 Public Comment.

Elise Weatherly spoke regarding the resources available at the Senior Center including daily lunches. She noted her age was not verified and the food was not very palatable. She commended the seniors for working together. She thought people should use the free resources available in the community. She stated she went to rest homes to play music for the residents as a way to give back to the community.

Mike Thornton, Executive Director for Acting in Community Together in Organizing Northern Nevada (ACTIONN), stated ACTIONN had been working in the community since 2009 on a variety of social, racial, economic and education issues. He announced in the past year they had focused on socially equitable development, affordable housing and homelessness. He invited the Board and the public to a vigil on December 22nd at the Potentialist Workshop located at 836 East 2nd Street in Reno, from 6:00 p.m. to 8:00 p.m. He stated the event would commemorate the homeless individuals who had passed on and honor the people who were fighting homelessness. He said they would address possible solutions related to short, medium and long-term homelessness issues. He indicated the discussion would include creating a safe ground with sanitation facilities and other services. He stated the safe ground would be less expensive to the community and would provide a stable platform to overcome homelessness. He noted the Reno Initiative for Shelter and Equity (RISE) and the Progressive Leadership Alliance of Nevada (PLAN) partnered with ACTIONN for the event.

Rick Snow expressed his disappointment with the lack of progress and communication from the County related to a house that burned on February 14, 2014. He

was concerned the property was a hazard to the community and asked for the issue to be placed on a future agenda for discussion and a possible solution. He provided a handout, which was placed on file with the Clerk.

Carol Burns thanked the Board, Assistant County Manager Kevin Schiller and staff who worked on the Waste Management agreement. She was thankful excess trash pickups in May and November were being included with the service. She thought the City of Reno could file a lawsuit against Waste Management for the delay in the completion of the Single Stream Recycling EcoCenter. She was concerned about the lack of communication within the Community Advisory Boards and the County. She noted she and Garth Elliott did not received notice of the meetings. She said she would appreciate it if the County would solve the communication issue.

Bill Fine introduced himself as the Executive Director of Impact, a citizens group that dealt with local issues. He stated part of his job was to evaluate elected officials and he wanted to compliment Chair Jung on what she had accomplished in her career. He thought she was the best elected official in Washoe County because she took a pragmatic approach to issues rather than an ideological approach.

Pete Todoroff stated he had not received a copy of the community plan for Incline Village and he wondered if he could obtain the documents prior to the holidays.

16-1015 AGENDA ITEM 4 Announcements/Reports.

County Manager John Slaughter stated Agenda Item 17 was removed from the agenda.

Commissioner Berkbigler stated the documents referred to during public comment by Pete Todoroff were complete and could be provided to him by staff.

Commissioner Lucey wanted an update on the Ordinance related to Planning Commission appointment changes. He stated as the Chair of the Reno Sparks Convention and Visitors Authority (RSCVA), he was proud to announce that Philip DeLone was hired as the new Chief Executive and would start on January 3rd. He spoke regarding some nature related challenges during the past weekend and offered his applause to the Sheriff's Office and the Search and Rescue volunteers located of an individual who was caught in an avalanche. He thanked the Community Services Department for their assistance providing sandbag locations for flood victims in Verdi and in the North and South Valleys. He said he spoke to the Las Vegas Metro Chamber about tourism and the next legislative session. He indicated Washoe County had a commitment to work with Clark County on a number of issues and to continue to promote economic development and tourism across the State.

Commissioner Hartung expressed his feelings related to the passing of Rose Williams, who was a security guard at the Washoe County Complex.

Commissioner Herman asked for Rick Snow's issue, which was expressed during public comment to be agendaized for a future meeting.

Commissioner Lucey wanted the County Manager to report on the sphere of influence related to South Reno near Rhodes Road. He indicated a Reno City Councilman contacted him about future projects off old Highway 395. He also wanted an update on the Reno Ice project at the South Valleys Sports Complex.

Chair Jung asked for a memo to be drafted regarding Mr. Snow's request. She stated there were many legal issues to consider. She said she would like the policy to be reviewed and possible revisions to be made related to liability issues and the enforcement of abandoned at-risk properties. She asked Mr. Slaughter to direct Mr. Thornton, who spoke during public comment, to the Citizen's Assistance Oversight Committee (CAOC). She thought Mr. Thornton could work collaboratively with CAOC to assist with homelessness in the community. She stated the Flood Project had land they did not use which could be utilized as housing for the homeless. She received a phone call from the President of the Silver Knolls Home Owners Association (HOA) related to the franchise fees collected from Waste Management. She said the HOA President suggested the franchise fees be utilized for projects such as a green waste program in the areas the fees were collected. She indicated she would send the HOA President's name and contact information to Assistant County Manager Kevin Schiller. She stated during public comment, Carol Burns brought up a good point; that the County needed to follow through with its commitments to the community. She stated the possibility of a lawsuit against the City of Reno for not completing the Single Stream Recycling EcoCenter was a situation the County wanted to avoid. She was concerned about the meals being provided at the Senior Center and she wanted to ensure they were verifying recipients ages. She indicated the County could lose funding if they were not in compliance. She was concerned about the quality of the food and asked staff to investigate the issue. She stated she, Commissioner Lucey, Commissioner Hartung and Mr. Slaughter attended the Share Your Christmas Drive-By Food Drive and it was well attended.

Commissioner Berkgigler stated she, Mr. Schiller and Management Analyst Sarah Tone, attended a meeting related to establishing a Senior Center in Incline Village. The meeting was successful and they would be moving forward with the program. She thanked Mr. Schiller and his staff for their work on senior issues in Incline Village.

Commissioner Hartung said the transition period for Waste Management and Single Stream Recycling would be difficult. He noted he received emails from people who were happy with the agreement and others who were not happy. He stated there were some issues related to the use of customer owned garbage cans. He thought it was agreed to allow customers to use their own cans. He wanted staff to clarify the item and bring it back to the Board.

Chair Jung stated Commissioner Hartung made a good point related to container use. She said they would not allow customers to use their own containers and

they had to pay a container use fee. She said since the system was currently automated, labor costs should be reduced. She thought Waste Management should not charge for the rental of containers because their costs were less. She brought up Ms. Burns comments and thought broadcasting Public Service Announcements (PSAs) to advise the citizens about Community Advisory Board meetings was a great idea. Lastly, she requested a general town hall meeting be organized for her District on a Saturday morning after the beginning of the year.

Commissioner Lucey thanked Chair Jung for a great job as Chair of the Board.

DONATIONS

16-1016 **5A** Accept a donation [\$750.00] from the Reno Air Racing Association, Inc., dba: National Championship Air Races to the Washoe County Sheriff's Office for the Citizen Corps Program (CCP), including funds to be used for food purchases, and, if approved, authorize Comptroller's Office to make appropriate budget amendments. Sheriff. (All Commission Districts.)

16-1017 **5B** Accept a donation [\$300.00] from the Fire Shows West to the Washoe County Sheriff's Office for the Citizen Corps Program (CCP), including funds to be used for food purchases, and, if approved, authorize Comptroller's Office to make appropriate budget amendments. Sheriff. (All Commission Districts.)

There were no public comments on these items.

On motion by Commissioner Berkbigler, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Items 5A to 5B be accepted.

PROCLAMATIONS

16-1018 **6A** Proclaim January 2017 is National Radon Action Month.

Commissioner Hartung read and presented the Proclamation to Nadia Noel, Radiation Education Coordinator, University of Nevada Cooperative Extension.

Ms. Noel thanked the Board for the Proclamation. She stated Radon was a very important issue because it was the primary source of lung cancer in non-smokers. She noted the only way to determine whether Radon levels were elevated was to perform a test. She commented free test kits would be available to the public from January to the end of February. She stated they would be available for pick up at many different locations throughout the community or at the Cooperative Extension Building located at 4955 Energy Way in Reno or at the Sun Valley General Improvement District located at

5000 Sun Valley Boulevard in Sun Valley. She explained they had distributed more than 19,000 test kits this year and so far more than 10,000 homes tested positive for Radon. She noted only 5.6 percent of the homes in the County were found to have elevated Radon levels. She stated 27 percent of homes with elevated Radon levels had been mitigated. She noted 90 new homes were built with Radon resistant construction. She explained the highest potential area for Radon was zip code 89501 closely followed by Verdi and Washoe Valley. She noted the highest level of Radon was located in the 89509 zip code. She stated they were offering presentations at Libraries around the County in January and February. She said for more information call the Radon Hotline at 1-888-RADON10 or view the website at www.radonNV.com. Anyone who was interested could receive a free kit and information after the meeting.

Commissioner Hartung was curious about the cost of mitigating Radon.

Ms. Noel replied the cost could be between \$2,500 and \$3,800 depending on a home's foundation.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 7A be adopted.

CONSENT AGENDA ITEMS (7A through 7I2).

- 16-1019** **7A** Approve minutes for the Board of County Commissioner's Retreat on November 3, 2016 and regular meeting of November 15, 2016.
- 16-1020** **7B** Approve Award Invitation to Bid #2995-17 for Janitorial Services For Various Libraries to the lowest, responsive, responsible bidder, bidding on all properties, Qual-Econ U.S.A. Inc., 1015 Telegraph Street, Ste C, Reno, NV 89502 in the estimated [amount of \$14,168.00 per month] for seven (7) Washoe County Library Buildings; and authorize the Purchasing and Contracts Manager to execute an agreement with Qual-Econ U.S.A., Inc. for the term of the initial agreement from December 1, 2016 through November 30, 2018 with the County retaining the option for one (1) single year renewal. The estimated annual value for janitorial services at the seven (7) Libraries is \$170,016.00. Comptroller. (All Commission Districts.)
- 16-1021** **7C** Recommendation to acknowledge Reno Justice Court's reorganization plan, which includes the reclassification of three (3) positions and the creation of one (1) intermittent hourly position. Estimated financial impact for FY 16/17 is \$17,932. Reno Justice Court. (All Commission Districts.)
- 16-1022** **7D** Approve the reclassification of a vacant District Court Deputy Clerk I, pay grade K403, position #70000550, to Administrative Secretary II, pay

grade K408, in the Second Judicial District Court and the reduction of the budgeted number of hours of a part-time Court Master, pay grade K446, position #70000633 from 520 hours per year (0.25 FTE) to 312 hours per year (0.15 FTE) in the Second Judicial District Court. [No fiscal impact.] District Court. (All Commission Districts.)

16-1023 **7E1** Acknowledge receipt of the Washoe County Water and Sanitary Sewer Financial Assistance Program Status Report as of September 30, 2016. (All Commission Districts.)

16-1024 **7E2** Recommendation and possible action to approve a retroactive Change Order for TruePoint Consulting in the amount of \$59,400 for Consulting Services already provided for Scripting and Report Development to the Building and Safety Division, Community Services Department, for the Accela Regional License and Permit Program during the project's October 31, 2016, go-live date and the post support period immediately thereafter as directed by the Management Oversight Group. (All Commission Districts.)

16-1025 **7F1** Approve payments totaling \$12,048.65 to vendors for assistance of 82 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim's spouses and other eligible persons. (All Commission Districts.)

16-1026 **7F2** Discussion and action on a resolution declaring the intent of the Board of County Commissioners that the chair and others are authorized to sign certain writings on behalf of the County and other matters properly related thereto. (All Commission Districts.)

16-1027 **7G1** Approve reclassification requests for a vacant Print and Distribution Officer, pay grade L, to a new classification of Digital Communications Specialist, pay grade N, and a vacant Government Affairs Manager, pay grade Q, to a Management Analyst, pay grade N (Manager's Officer); a vacant Department Systems Technician, pay grade J, to Department Systems Specialist, pay grade KL (Treasurer's Office); a vacant Department Systems Support Supervisor, pay grade O, to a new classification of Assessment Services Coordinator, pay grade N (Assessor's Office); and two vacant Senior Juvenile Probation Officers, pay grade P, to a new classification of Juvenile Probation Officer III, pay grade O (Juvenile Services), as evaluated by the Job Evaluation Committee. [Net annual savings for FY 16/17 is estimated at \$17,986.] (All Commission Districts.)

- 16-1028** **7G2** Approve the Collective Bargaining Agreement with the Washoe County Sheriff's Deputies Association (WCSDA) bargaining unit for a two (2) year period beginning July 1, 2017 through June 30, 2019, and ratify same: including cost of living adjustment in base wages of 3.5% effective July 1, 2017 [FY 17/18 estimated fiscal impact \$1,332,107]; and 2.5% beginning July 1, 2018 [FY 18/19 estimated fiscal impact \$1,001,600]; and updated agreement language regarding longevity pay, safety equipment, special pays, and salaries. [Total estimated fiscal impacts \$2,939,130.] (All Commission Districts.)
- 16-1029** **7H1** Approve to Acknowledge Receipt of the Travel Expense Audit Report from the Internal Audit Division. (All Commission Districts.)
- 16-1030** **7H2** Approve the renewal of the Agreement for appointed Counsel Administrator Services between the County of Washoe and Robert Bell, Esq., for professional legal services as the Appointed Counsel Administrator for the period of January 1, 2017 through March 31, 2017 [not to exceed [\$38,625.00] and if approved, authorize County Manager to execute the Contract. (All Commission Districts.)
- 16-1031** **7H3** Approve the re-appointment of Mr. David Silverman, to the Washoe County District Board of Health as the Washoe County Commission's non-elected member for a term commencing January 1, 2017 through December 31, 2020. (All Commission Districts.)
- 16-1032** **7I1** Ratification of Approval of Amendment #5 to the Differential Response Program Agreement between Washoe County and the Children's Cabinet, Inc. , Differential Response Program contract retroactively from October 31, 2016 through November 30, 2016 in the amount not to exceed [\$125,000], to ensure no lapse in service, until the Request For Proposals are complete and a vendor has been selected; and authorize the Purchasing and Contracts Manager to execute the amendment. Social Services. (All Commission Districts.)
- 16-1033** **7I2** Approve a General Fund Contingency transfer of [\$75,000] to the Senior Services Fund to provide FY 2016/17 appropriation authority for senior services program expansion in Incline Village and direct the Comptroller to make the appropriate budget appropriation transfers. (Commission District 1.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Consent Agenda Items 7A through 7I2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 7A through 7I2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE (9, 10, 11 and 12).

- 16-1034** **AGENDA ITEM 9** Recommendation to approve sales agreement between Bibliotheca, LLC and the Washoe County Library System in the approximate amount of [\$222,393-\$0 County General Funds], to implement Radio Frequency Identification (RFID) systems at the branches; and if approved, authorize the Library Director to sign the agreement. Library. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 9 be approved and authorized.

- 16-1035** **AGENDA ITEM 10** Recommendation to approve the submission of the following grants to the State of Nevada Community Development Block Grant (CDBG) program for funding consideration: Gerlach Economic Development Plan, in the amount of \$120,000; and Nevada Small Business Development Center- Counseling and Training for Rural LMI Entrepreneurs and Small Business, in the amount of \$95,786; priority ranking for the applications recommended as follows: Gerlach Economic Development Plan priority one, and Nevada Small Business Development Center- Counseling and Training for Rural LMI Entrepreneurs and Small Business priority two; and if approved, authorize the Chair to execute the documents concerning same. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10 be approved and authorized.

- 16-1036** **AGENDA ITEM 11** Recommendation to approve Amendment #1 to Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; retroactively effective December 1, 2016 to June 30, 2018, [not to exceed \$746,062.00]. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 11 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

16-1037 **AGENDA ITEM 12** Recommendation to accept two Victim of Crime Act (VOCA) sub-grant awards from the State of Nevada Division of Child and Family Services for the Crisis Stabilization Response Safety and Services Intervention Team in the amount [\$200,658; \$50,165 County match] for the period retroactive to July 1, 2016 to June 30, 2017; for the Placement Services and Support Team in the amount of [\$120,923; \$30,231 County match] for the period retroactive to July 1, 2016 to June 30, 2017; authorize the creation of 2.0 FTE Social Worker III, 1.0 FTE Human Services Support Specialist II, 1.0 FTE Mental Health Counselor, and 1.0 FTE Office Support Specialist funded 100% by the VOCA, direct the Human Resources Department to make the necessary staffing adjustments and initiate the recruitment process, authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 12 be accepted, authorized and directed.

16-1038 **AGENDA ITEM 8** Jeffrey Fontaine, Executive Director Nevada Association of Counties (NACO) Presentation and updates on the Nevada Association of Counties highlighting programs and upcoming 2017 Legislative session. [10 minutes]

Jeffrey Fontaine, Executive Director of Nevada Association of Counties (NACO), provided an update and spoke regarding the legislative agenda. He conducted a PowerPoint presentation with slides entitled: NACO Staff; Executive Committee; Board of Directors; Statutory Committees with NACO Representation; Other Committees; National Association of Counties; 2016 NACO Highlights; Outreach; Training and Leadership Development; Advocacy; 2017 Legislative Priorities; AB43 – Property Taxes; AB16 – Cooperative Extension; SB8 – PSI's; Other Legislative Matters; and Dedicated to Servicing Nevada Counties. He thanked Commissioner Herman for her representation on the NACO Board and Commissioner Lucey for his representation of the NACO Executive Committee. He acknowledged the Affiliate County Association, thanked County Treasurer Tammi Davis for her representation in the Nevada Association of County Treasurers and thanked County Clerk Nancy Parent for her representation in the Association of County Clerks and Elected Officials on the NACO Board. He thanked the Board and County Manager John Slaughter for the County's support.

Commissioner Lucey thanked Mr. Fontaine and his staff for the great job they had done related to rural and urban issues. He stated it was his honor to Chair the Legislative Board and work with County Commissioners statewide to resolve issues.

Chair Jung asked who was responsible for Assembly Bill (AB) 16 for Cooperative Extension. She stated the County provided 70 percent of the funding.

Mr. Fontaine replied the University of Nevada Reno (UNR) Land-Grant Institution provided staff and administration. He stated it should be a collaborative process between UNR Cooperative Extension and each County. He said it depended on the County but in some Counties, the Cooperative Extension staff would provide budget and work plans annually. He stated some Counties had a memorandum of understanding and the funding provided went into a larger fund. He indicated the Bill would address the need for more accountability and transparency.

Chair Jung asked whether the Board had ever considered taking over the responsibility. She stated if the County was going to pay for 70 percent of the project, the County should be responsible for the project. She asked for the issue to be brought back to the Board for discussion.

Commissioner Berkbigler stated that was why she requested budget information. She wanted to ensure the money was going towards the Cooperative Extension and not to other programs.

Mr. Fontaine stated staff spent time working with the UNR Administration and the Board of Regents, and staff was able to make the concerns known.

Chair Jung addressed Senate Bill (SB) 8 for Pre-Sentence Investigations (PSIs) and stated the County was using the beta program Pre-Risk Assessment for all people booked into the Washoe County jail. She indicated the program was a scientifically based evaluation form to determine a person's restraint level. She suggested NACO connect with the Washoe County Jail related to the program because she thought it was a better program than what the State was proposing.

Commissioner Lucey explained SB8 was a different tool than the Pre-Risk Assessment that Chair Jung was speaking about. He stated the risk assessment allowed for bail to be set or denied, which was a completely separate issue.

Mr. Fontaine stated they were aware of the Pre-Risk Assessments and found there was not enough information about who was being arrested. He indicated the PSI's were for individuals who had already been found guilty. He thought both programs should be coordinated.

In response to Chair Jung's question related to body cameras, Mr. Fontaine replied in the last session there was a bill to mandate all law enforcement

officers in the State to wear body cameras. He stated he was in support of the concept but there was an issue with funding. He indicated a rural County purchased cameras which became outdated within a year.

Chair Jung stated a recent incident at Hug High School was the perfect example of why law enforcement should have body cameras. The students videotaped the assailant and the officer then posted it on social media immediately. She thought the videos could easily be altered. She wanted local law enforcement to be equipped with body cameras for their protection.

Commissioner Lucey commented Tori Sundheim, Public Lands and Natural Resources Coordinator for NACO, had been beneficial to the NACO Board and the County related to the Public Lands Initiative.

Commissioner Herman thanked the Board for allowing her to represent the County on the NACO Board.

There was no public comment or action taken on this item.

16-1039 **AGENDA ITEM 13** Discuss and provide direction to staff on settlement of disputes with Bell-Men Golf, Inc. of past due amounts related to the extended license agreement ending December 31, 2016 for management of Washoe Golf Course; and possible approval of an agreement for professional services for the full operation of Washoe Golf Course commencing January 1, 2017; and possible direction to staff on next steps for the full management of the Washoe Golf Course commencing on January 1, 2017. Community Services. (Commission District 1.)

County Clerk Nancy Parent stated a letter from Snell and Wilmer, LLP was received by the Community Services Department and was placed on file with the Clerk.

Dave Solaro, Director of Community Services, stated following the October 25, 2016 meeting staff worked with Bell-Men Golf, Incorporated (Bell-Men Golf) to attempt to resolve the outstanding issues with the current license agreement described in the staff report. He indicated they were able to negotiate a license agreement that provided the safeguards the County needed in order to move forward on January 1st. He said the main concern was to ensure there were safeguards in place to maintain the asset in a condition that would not degrade. He noted a transition checklist had been created to transfer responsibility from the County to a licensee based on the outcome of this meeting. He stated the current license agreement with Bell-Men Golf would expire on January 1st and the new license agreement would also become effective on that date. He commented that a settlement offer had been received from Bell-Men Golf for the outstanding items associated with the current license agreement, and noted additional information would be presented by Darin Menante.

Mr. Menante, Director of Golf at the Washoe County Golf Course, stated he was grateful and excited for the new license agreement with the County. He said Bell-Men Golf's priority was to provide top-level customer service to the area golfers. He commented their 30-year record of running Washoe County Golf Course had resulted in the ability to identify and correct course needs, respond to customer demands and adapt to player trends better than anyone in the golf industry. He spoke regarding the outstanding payment issue and stated an offer of a lump sum of \$120,000 would be paid to settle the arrearages and to eliminate any plans for future litigation related to the dispute. He said in addition, Bell-Men Golf recently reorganized its management and going forward he would serve as the managing partner. He indicated Greg Wenzel, Head Golf Professional at Washoe Golf Course, would provide financial direction and guidance for Bell-Men Golf. He stated Barney Bell would continue to be a key member of their leadership team. Bell-Men Golf was taking precautions to avoid repeating the events of the past two years. He stated they would meet monthly with Mr. Solaro to review performance and financials, and would conduct annual reviews. He invited the Board to visit the course often and thought by working together the golf experience at Washoe County Golf Course would be even better for the community.

Michael Large, District Attorney's Office, stated the lump sum payment of \$120,000 was a change from the previous offer. The previous offer was a lump sum payment of \$50,000 with another \$60,000 to be paid over the course of the next 4-years dependent on course conditions and gross revenues of more than \$1.5 million per year. He indicated authorization to approve or disapprove the settlement offer and to forgive the balance could be provided only by the Board.

On the call for public comment, Garrett Gordon from Billy Casper Golf stated he was not attempting to interfere with the discussions the County was having with Bell-Men Golf, but he said they would be a backup option if Bell-Men Golf was not awarded the license agreement. He provided a brief history of Billy Casper Golf operations. He said County staff confirmed that Billy Casper Golf was the most qualified proposer. He commented they would provide the greatest financial improvement and would greatly enhance the golfing experience currently offered to residents and guests. He mentioned that during the prior hearing, there was concern related to increasing greens fees and that Billy Casper Golf was not a local company. He explained an annual operating plan would be submitted to the Board for approval, including greens fees, if they were awarded the license agreement. He mentioned Billy Casper Golf was known for hiring local professionals and staff and if they were awarded the agreement they would retain the current staff. He emphasized Billy Casper Golf would be a viable backup.

Commissioner Hartung asked for clarification of the payments listed on page 4 of the staff report and Mr. Solaro explained the payments received were for the current license agreement. He noted on May 24, 2016, the County extended the contact with Bell-Men Golf for an additional six months.

Mr. Solaro explained the financial information on page 4 of the staff report stating the first column showed the scheduled payments Bell-Men Golf was responsible for, the second column showed the actual expenses the County paid and the third column showed the difference between the other two columns. He indicated the annual liability was approximately \$900,000. He stated based on the calendar year, Bell-Men Golf's books were audited annually by a third party. He said much of the money to be forgiven consisted of late charges because under the current license agreement a \$150 per day late fee was assessed, which had accumulated to an amount between \$700,000 and \$800,000. He explained the amount due, minus the late fees, was just over one million dollars, although the Comptroller was required to show the entire amount due, including fees and penalties.

Legal Counsel Paul Lipparelli stated there was a dispute regarding the amount owed. Bell-Men Golf and their attorneys had provided the County the reasons they believed the full amount was not enforceable. He indicated to go forward with the settlement offer, the Board would be publically acknowledging the County's position, but also agreeing to a compromise and a settlement of the amount that was in dispute. He noted the amount due from the County's perspective was much different from Bell-Men Golf's perspective. He said there was compromise in all settlements.

Mr. Solaro stated the County financials were based on a fiscal year calendar and Bell-Men Golf operated on a calendar year. He indicated the current contract went through FY16, which ended in June, 2016 but a 6 month extension had been granted. He stated the additional 6-month extension was not calculated into the figures contained in the staff report.

When asked by Commissioner Berkgigler whether any debt would be collected if the County decided to award the license agreement to another company, Mr. Solaro stated he did not know the answer to that question. He said there would be litigation and there was no indication what direction the verdict would go. He indicated it was at the Board's discretion to pursue the debt or accept the offer to settle the agreement. He stated the money on the books with the Comptroller needed to be rectified and only the Board had the authority to decide.

When asked by Commissioner Berkgigler what the cost would be to litigate the agreement, Mr. Large replied it would be in the form of County staff's time. He stated if litigation occurred and the decision was in favor of the County, there was no guarantee that assets existed to collect from. He indicated it would be difficult to predict the cost of litigation because each case was different.

When asked by Chair Jung about the structure of the current partnership, Mr. Menante stated 75 percent belonged to Barney Bell and 25 percent was his. He stated he was interested in buying out Mr. Bell's portion of the partnership.

Greg Ferraro of the Ferraro Group, stated he was representing Bell-Men Golf. He said Mr. Wenzel was the teaching professional and would be a partner at

Washoe County Golf Course. He read paragraph 3 of the letter received from Attorneys Snell and Wilmer. He said it was important to recognize the offer of \$120,000 was an offer to dismiss potential litigation and enter into a negotiated settlement. He mentioned the new license agreement stated Mr. Menante would act as the Managing Director regardless of the structure of Bell-Men Golf. He said there was discussion about reorganizing the structure of the business but changes had not been clarified as of yet. The dispute was about the amount of money that was owed and Bell-Men Golf's attorneys and appraisers thought there was nothing owed to the County, so this would be a negotiated settlement.

Commissioner Hartung stated that the settlement offer would put the County in the position of forgiving the balance of the debt. He said he understood the offer but the County had a fiduciary responsibility to the taxpayers. He indicated it was difficult to forgive a debt for a settlement of 10 percent of what was owed. He was not comfortable with agreeing to the settlement.

Commissioner Herman stated she was disappointed with the offer because she thought the offer should be closer to the amount of debt owed.

Mr. Large stated there were other settlement offers made and the lump sum of \$120,000 was the most recent and the highest. The offer stated in the staff report included a lump sum of \$50,000, with the remaining \$60,000 to be paid over the next 4 years. He indicated the current offer was better for the County.

Chair Jung wanted the structure of Bell-Men Golf to be 50/50 and Mr. Bell and Mr. Menante to show their assets matched their liabilities.

Mr. Lipparelli stated the County could not dictate how the business was structured, but could request the legal structure to be a certain way, or it could be imposed as a condition of the approval in the agreement.

When asked by Chair Jung how much debt was written off for the baseball stadium, Mr. Lipparelli clarified the word debt from the County's perspective was the balance owed on the County's books. He restated the amount on the books included the fees and penalties. He explained the attorneys for Bell-Men Golf stated there were penalty provisions within the license agreement that were unenforceable. He commented Bell-Men Golf's attorneys would strongly argue that the whole amount was unenforceable and they could be right, but a court would decide the outcome if litigation ensued. He explained the baseball settlement was related to property taxes and was completely different although it did involve some of the same principles involved in this issue. He stated the owners of the company who owned the baseball property had no assets, which put them in a position to be judgement proof. He indicated the County could be in the same position with Bell-Men Golf because they did not own the equipment, they only owned some merchandise within the golf shop. He noted if the County won the litigation and the jury said the County owed over a million dollars, he thought it would be difficult to collect the award from the Corporation.

In response to Chair Jung's question as to whether the operators of the golf course increased their salaries during this time; Mr. Solaro replied there was an increase to executive salaries of between \$42,000 and \$50,000 in 2014. He stated there were salary reductions over the years as well. He said the operator's salaries fluctuated up and down.

When Chair Jung asked about having more control over the future books for Bell-Men Golf, Mr. Solaro stated the new license agreement would change the structure of the payments and the calculation process. He said the request for proposals (RFP) asked proposers to indicate what they would pay for the privilege of obtaining the license agreement. He noted the intent was to enable the County to step out of golf course management and manage the Golf Enterprise Fund. The licensee would pay the County the proposed percentage based on rounds of golf sold. He stated the new agreement would protect the County from repeating previous issues. He indicated the agreement was similar to the license agreement in place at Sierra Sage Golf Course.

Mr. Large indicated the license agreement had provisions in place if payments were 30 days past due. He noted staff could react earlier by declaring a breach of contract, which could protect the County. He stated the direction from staff was to negotiate a settlement and present a new license agreement with Bell-Men Golf to continue their management of the Washoe County Golf Course. He said it was up to the Board to accept the settlement or not and to award Bell-Men Golf with the new license agreement or not.

Chair Jung was concerned about the new license agreement and wanted assurances that the new agreement contained provisions to hold the operator accountable. She thought Bell-Men Golf's books needed to be reviewed by the County.

Mr. Large assured Chair Jung this was a completely different contract. He stated the previous license agreement had flaws and required the County to pay for maintenance of the golf course. He said with the new agreement Bell-Men Golf would be responsible for the golf course in its entirety and incur all costs associated. He expressed the direction to staff was the County wanted out of the golf business and the new license agreement would allow that to happen.

Mr. Solaro stated Bell-Men Golf would lease the golf course maintenance equipment from the County. He said Bell-Men Golf would also pay the depreciation costs associated with the equipment they leased. He indicated photographs of the current condition of the golf course were taken and would be considered the base line acceptable condition for the golf course.

Commissioner Lucey asked about the appraised cost of the assets that would be leased including the Golf Course and the maintenance equipment.

Mr. Solaro indicated there was not an appraisal on the entire golf course as an asset. He noted an appraisal had been performed regarding the business operation of the course that was provided from Bell-Men Golf. He stated he would have an appraisal performed related to the assets and bring it back to the Board.

When asked by Chair Jung where the water that supplied the course came from Mr. Solaro explained there were different ways the golf course was irrigated. He said the County had Truckee River water rights from a ditch that went into a reservoir at Horseman's Park, and then was gravity fed to the course. Additionally, there was a well at Virginia Lake that was pumped to the course. He indicated there were many water rights associated with the golf course, but they were still at the mercy of Mother Nature related to the amount of water that was delivered to the course.

When asked by Chair Jung about an upcoming payment for the water rights, Mr. Solaro replied a payment of approximately \$30,000 was due annually for the use of Truckee River Water Rights. He said under the new license agreement, the operator was responsible for the payment. He stated if they failed to make the payment, the County would make the payment and exercise the rights of the license agreement against the operator.

Commissioner Berkbigler stated it was important to emphasize that Bell-Men golf was not providing the amount that County staff believed was owed, but they were offering a settlement amount that could go back into the Enterprise Golf Fund, which would benefit the County and citizens. She noted the new license agreement was clear about the protections allowed by the County. She indicated Bell-Men Golf did a good job on the golf course and had been supportive of staff, but she also expressed frustration related to the structure of Bell-Men Golf. She wanted Bell-Men Golf to go on record to state they would make changes to the structure prior to being awarded the license agreement. She thought the fiscal responsibility was very important to the County.

Commissioner Herman thought the contract was solid and staff had done a good job creating the agreement. She told Bell-Men Golf that she was holding them responsible to the community to comply with the agreement.

Commissioner Hartung stated the issues with baseball and golf were different debts. He was not comfortable with the settlement amount considering the amount of money to be forgiven.

Commissioner Lucey stated he had no issue with forgiving penalties and fees but the amount owed to the County was a liability and he thought the settlement offer should be closer to the amount owed. He said he could not support a settlement of \$120,000.

Commissioner Berkbigler stated she had concerns about forgiving taxpayers dollars also, but if the Board stopped the process and walked away from Bell-Men Golf it would risk the possibility of receiving no money towards the debt. She was

also concerned the County could incur additional costs for litigation. She thought the current settlement offer was the best the County would receive from Bell-Men Golf. She stated this was a hard decision to make but it was important to reach a settlement with Bell-Men Golf without incurring more costs.

Mr. Lipparelli stated the Agenda Item provided several parts for the Board's decision. He explained there was the ability to vote on a settlement of the dispute, the ability to approve an agreement for professional golf course services and there was an option to provide direction to staff on the next steps for full management of the golf course. He thought the legal structure of Bell-Men Golf was still in question and he recommended the Board obtain clarification prior to awarding a new agreement. He specified Bell-Men Golf, Incorporated was a Nevada corporation with two officers, Mr. Menante with 25 percent ownership and Mr. Bell with 75 percent ownership. He indicated staff would need clarification related to the structure for the contract details. He stated Mr. Solaro was not a golf person, he was an engineer and an architect, but he used his engineering abilities to design a contract that was far superior to the current contract. He said no matter whom the golf service provider was, the contract was very detailed as to the level of service the County expected. He mentioned Mr. Solaro ensured the contract he recommended to the Board was one that provided the County the ability to identify deficiencies in services and performance, and the ability to resolve issues expediently.

Chair Jung wanted clarification related to the assets of the owners of Bell-Men Golf and the percentage of ownership connected to the new contract. She wanted a monthly report related to Mr. Solaro's meetings with Bell-Men Golf to be provided to the Board. She commented the settlement of a \$120,000 lump sum was a better offer than the previous offer and she thought accepting the offer was the direction the Board should take. She talked about the importance of golf and the Washoe County Golf Course to the seniors in the community. She stated the citizens loved the Bell-Men Golf owners and the County needed to ensure the seniors had an affordable place to play golf.

Commissioner Lucey thought municipal golf was an important staple in the community; however, he was opposed to accepting the settlement offer. He was not entirely comfortable awarding Bell-Men Golf a new contract with more responsibilities. He stated there were no conversations regarding the arrearages until the last minute and then the settlement offer was extremely low. He thought there should be a lock on the gates of the golf course until a reasonable agreement was established that would be in the best interest of the entire community.

Commissioner Berkbigler agreed with Chair Jung regarding the baseball settlement and said there would not be a soccer team had they not settled. She stated the Washoe County Golf Course had been in place for over a hundred years and it was a major part of the community. She thought the issues regarding the arrearages were the fault of both the County and Bell-Men Golf. The County did not pursue the arrearages until it was beyond Bell-Men Golf's means to resolve. She was in favor of awarding the license agreement to Bell-Men Golf with a restructured partnership.

Chair Jung asked Mr. Large and Mr. Solaro what their recommendations were.

Mr. Large replied from a legal perspective the \$120,000 towards the past due amount was probably the most Bell-Men Golf could pay. He stated regarding the legal position of both the County and Bell-Men Golf, it could be said that the County breached the contract based on past performance and Bell-Men Golf breached the contract for underpayment. He indicated if the County chose to litigate there was no predicting how the process would end. He thought Bell-Men Golf came forward in good faith to make a settlement offer to the County. The decision to accept the settlement offer and to award the new license agreement was at the discretion of the Board.

Mr. Solaro stated he provided staff's recommendation to the Board and he was not concerned about the new contract based on the way it was written. He stated his job was to ensure assets were well maintained and the County was providing services to the community.

Mr. Large stated there were two separate contracts; the first contract would end on January 1st and the new contract would begin on January 1st. He indicated the previous settlement offer included scheduled payments over time but he thought it was a better resolution to end the existing contract with a lump sum settlement. He stated if there were litigation proceedings, it would be up to the court to decide if a settlement amount would be awarded.

Chair Jung thought staff was indicating the County could litigate but there was a risk there would be no assets to cover an amount more than the settlement amount offered. She explained if the County accepted the lump sum of \$120,000 and awarded the new contract to Bell-Mell Golf, forward progress would be made. She thought it was important the golf course was available to seniors to keep them moving.

Commissioner Berkbigler spoke about a suggestion to have Bell-Men Golf put money into a course improvement fund.

Mr. Solaro stated there were provisions within the new license agreement to allow for the collection of \$2 per round of golf for the Capital Improvement Fund starting in January, 2019.

Chair Jung stated the first option was to accept the settlement offer of a lump sum of \$120,000 for the license agreement ending December 31, 2016.

On motion by Commissioner Berkbigler, seconded by Commissioner Herman, which motion duly carried on a vote of 3-2 with Commissioners Hartung and Lucey voting "no", it was ordered to accept the settlement offer of \$120,000 for past due amounts related to the extended license agreement ending December 31, 2016.

Mr. Lipparelli stated the motion needed to contain the proviso that both parties sign a settlement agreement and release all claims.

Commissioner Berkbigler restated the motion to include the language provided by Mr. Lipparelli. Commissioner Herman seconded the motion.

Chair Jung stated the next question was the possible approval of an agreement for professional services for the Washoe County Golf Course effective January 1, 2017. She re-stated her request for a monthly report and wanted the organization to be restructured as mentioned during the discussion.

Mr. Lipparelli thought it was necessary to have a representative of Bell-Men Golf state for the record what they were willing to agree to as far as restructuring.

Mr. Menante stated Bell-Men Golf was prepared to change the structure. He said they had a plan in place and it would be a matter of moving forward the changes.

Chair Jung stated the possible motion should include the approval of a new license agreement with Bell-Men Golf for professional services at the Washoe County Golf Course effective January 1, 2017. Further requirements would be a monthly report and the proposed change in structure of Bell-Men Golf.

On motion by Commissioner Berkbigler, seconded by Commissioner Herman, which motion duly carried on a vote of 3-2 with Commissioners Hartung and Lucey voting "no", it was ordered to approve a new license agreement with Bell-Men Golf for professional services at the Washoe County Golf Course effective January 1, 2017. Further requirements would be a monthly report and the proposed change in structure of Bell-Men Golf.

12:40 p.m. The Board recessed.

1:37 p.m. The Board reconvened with all members present.

PUBLIC HEARINGS

16-1040 **AGENDA ITEM 14** Second reading and possible adoption of an ordinance amending Chapter 5 of the Washoe County Code, Section 5.456, to authorize the Chief Information Officer to negotiate and execute agreements with other public and private entities as are required to assure the continued present and future operation of Washoe County's emergency radio system(s) and to present such agreements to the Washoe County Board of Commissioners for final approval when required by law or policy; describing that such agreements may include, without limitation, provisions for sharing the use, governance, operation, maintenance, and upgrade of any Washoe County radio system with other public or private entities, unless otherwise prohibited by law; changing the

title of Chief Information Management Officer to Chief Information Officer; and providing for other matters properly relating thereto. Technology Services. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Ordinance No. 1588, Bill No. 1773.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, Chair Jung ordered that Ordinance No.1588, Bill No. 1773, be adopted, approved and published in accordance with NRS 244.100.

16-1041 **AGENDA ITEM 15** Hearing and possible action to conduct a second reading and adopt an ordinance amending Chapter 100 of the Washoe County Code by adding thereto a new section 100.102.7 exempting certain structures known as “hoop houses” or “high tunnels” from the building code, and providing other matters necessarily connected therewith and pertaining thereto. Community Services Department. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Ordinance No. 1589, Bill No. 1772.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, Chair Jung ordered that Ordinance No. 1589, Bill No. 1772, be adopted, approved and published in accordance with NRS 244.100.

16-1042 **AGENDA ITEM 16** Hearing to consider objections to a resolution declaring Washoe County’s intent to sell Truckee River Water Rights (362 acre-feet) Claim DTR -014 to the Pyramid Lake Paiute Tribe and possible action to approve the Agreement for Purchase and Sale of Truckee River Water Rights Claim DTR -014 between Washoe County and Great Basin Land and Water on behalf of the Pyramid Lake Paiute Tribe, [at the appraised value of \$2,896,000.00]; and if approved authorize the chair to execute the associated water rights deed prior to the closing of escrow. Community Services Department. (Commission District 4.)

Rob Scanland introduced himself as the Nevada Project Director for Great Basin Land and Water. He asked for support and approval from the Board related to the acquisition of water rights between Great Basin Land and Water and Washoe County. He stated the water rights would be used by the Pyramid Lake Paiute Tribe for in-stream flow and the wildlife would benefit from the Wadsworth area to Pyramid Lake. He complimented Dave Solaro, Director of Community Services, and Vahid Behmaram, Water Management Planner Coordinator, for their professionalism and honest work.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 16 be approved and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

16-1043 **AGENDA 18** Discussion and possible action on evaluation of Washoe County Manager including but not limited to discussion of goals and results of Annual Evaluation Survey; possible action on increase in base salary and lump sum bonus pursuant to existing employment agreement, and amendments to employment agreement; and ratify amendment to employment agreement approved by the Board of County Commissioners on December 8, 2015 to adjust severance pay benefit from 3 months to 6 months (Section 2C) and approval of corresponding written addendum. Human Resources. (All Commission Districts.)

Patricia Knight, Assistant Director of Human Resources and Labor Relations presented a packet to the Board including the evaluation for County Manager John Slaughter, which was placed on file with the Clerk. She indicated suggested changes from Mr. Slaughter were submitted to Human Resources and were included within the packet.

The Board reviewed the addendums within the agreement including an extension of two additional years. There was consensus throughout the Board related to the suggested changes from Mr. Slaughter. The Board agreed to add the requirement of approval by the Vice-Chair to Section 6 and 8.

The Board reviewed the feedback and results of the evaluation survey regarding Mr. Slaughter's performance. Each of the Commissioners praised Mr. Slaughter related to the outstanding work he did for the County. The Board proposed a 5 percent increase in salary along with a 10 percent bonus based on his current annual salary.

There was no public comment on this item.

Mr. Slaughter stated he was very blessed every day to work with the people he worked with. He wanted to donate 10 percent of his bonus to the Employee Scholarship Program.

Commissioner Lucey moved to increase Manager Slaughter's salary by five percent; to award Mr. Slaughter with a 10 percent lump sum bonus based on his annual salary; to ratify an amendment to his employment agreement to adjust the severance pay benefit from 3 months to 6 months which was approved by the Board of County Commissioners on December 8, 2015; to approve additional amendments to the employment agreement proposed by Mr. Slaughter; and to include the added requirement of approval by the Vice-Chair to Sections 6 and 8, which are reflected in the amendments listed below:

Section 2. Term Change the term of the agreement to be December 13, 2016 through January 4, 2021.

Section 4. Salary Change cost of living adjustment to align with current practice: "Employee will receive any cost-of-living adjustment provided at the same time as all other unclassified management employees of the County."

Section 6. Benefits – Other C. Dues and Subscriptions: Change last sentence to "This amount shall not exceed \$1,500.00 \$2,500.00 per year unless reviewed and approved by the Commission's Chair and Vice-Chair."

Section 8. Professional Development Change last sentence to "This amount shall not exceed \$3,000.00 \$4,000.00 per year unless reviewed and approved by the Commission's Chair and Vice-Chair. This amount shall not include any travel and subsistence expenses incurred in the normal course of duties as a representative of Washoe County."

Expenses Add new Section: "County agrees to provide employee with a County procurement card for expenses which are non-personal and are job-related for employee in the normal course of his duties, including but not limited to travel expenses, attendance at community events and other functions where employee is representing the County, and meals where County business is being discussed or conducted."

The motion was seconded by Commissioner Berkbigler. On call for the question, the motion passed on a vote of 5 to 0.

16-1044 **AGENDA ITEM 19** Public Comment.

There was no public comment or action taken on this item.

16-1045 **AGENDA ITEM 20** Announcements/Reports.

The Commissioners wished the community a joyous holiday season.

COMMUNICATIONS AND REPORTS

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

COMMUNICATIONS:

- 16-1046** Letter from the Washoe County Manager, John Slaughter, dated October 31, 2016, proclaiming the termination of the local emergency Proclamation set forth on October 14, 2016.
- 16-1047** Memorandum addressed to Nany Parent, County Clerk, from Paul Lipparelli, Assistant District Attorney, and the original signed Settlement Agreement between Reno Redevelopment, the City of Reno, Washoe County, Washoe County School District and the State of Nevada, which was approved by the Board of County Commissioners at their meeting on August 28, 2012. (Agenda Item No. 21; Minute Item No. 12-844).
- 16-1048** Letter from Chief of Abandoned Mine Lands, Robert Ghiglieri, of the State of Nevada Commission on Mineral Resources, dated November 1, 2016, and attached letters to claimants or land owners and a summary of all the hazardous abandoned mine openings controlled by them.

MONTHLY FINANCIAL STATEMENTS:

- 16-1049** Monthly Statement of the Washoe County Treasurer for month ending September 30, 2016.
- 16-1050** Monthly Statement of the Washoe County Treasurer for month ending October 31, 2016.

QUARTERLY FINANCIAL STATEMENTS:

- 16-1051** Clerk of the Court Quarterly Financial Statement, Quarter Ending September, 2016.

ANNUAL FINANCIAL REPORTS:

- 16-1052** Verdi Television Maintenance District Financial Statement for Year Ended June 30, 2016.
- 16-1053** Western Regional Water Commission Financial Statements and Auditors report, June 30, 2016.

* * * * *

2:24 p.m. There being no further business to discuss, the meeting was adjourned without objection.

KITTY K. JUNG, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

Minutes Prepared by:
Doni Gassaway, Deputy County Clerk

RESOLUTION

A RESOLUTION DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE CHAIR AND OTHERS ARE AUTHORIZED TO SIGN CERTAIN WRITINGS ON BEHALF OF THE COUNTY AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the Nevada State Constitution provides the Nevada Legislature shall establish a system of county and township government (Art. 4, Sec. 25) and through Chapter 243 of the Nevada Revised Statutes (“NRS”), the Legislature established Washoe County and set its boundaries;

WHEREAS, Chapter 244 of the NRS (Counties) provides for the organization of boards of county commissioners and prescribes the powers and duties of counties, county commissioners and other county officials;

WHEREAS, NRS 244.070 provides for the election of the chair and vice-chair of the board of county commissioners, and does not expressly grant those officers powers in addition to those of other commissioners;

WHEREAS, NRS 244.075, which provides for the signing of “each day’s proceedings of the board of county commissioners” by the chair and the clerk and provides for the signing of other documents, records or papers under certain circumstances, has not been revised by the Nevada Legislature since 1909 and does not provide clear guidance on the authority to sign documents in the modern context;

WHEREAS, in a certain proceeding or transaction it may be important to verify the legal authority of an officer who signs a writing (as defined below) and this Resolution is intended to memorialize that authority;

NOW THEREFORE, be it resolved by the Board of Commissioners of Washoe County as follows:

16-1026

1. The chair is authorized to sign all ordinances, resolutions, regulations, rules, licenses, certificates, agreements, statements, warrants, orders, assessments, complaints, applications, petitions, voucher sheets, bids, deeds, leases, acceptances, and other documents, records or papers (collectively, "writing" or "writings") which have been approved, issued or made by action of the Board of County Commissioners at a properly-noticed public meeting or pursuant to an emergency meeting as allowed by law.

2. In the absence of the chair, the vice-chair is given the authority stated in paragraph 1 to sign a writing. In the absence of the chair and vice-chair, the other commissioners voting in the affirmative on the matter which approves a writing must all sign the writing.

3. The authority to sign writings which this Resolution confirms is valid whether or not the motion passed by the majority specifically mentions the authority to sign a writing.

4. This Resolution remains in effect until modified or repealed.

[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 13th day of December, 2016, by the following vote:

AYES: Kitty Jung, Bob Lucy, Marsha Berkgigler
Vaughn Hartung & Jeanne Herman
NAYS: none.
ABSENT: none.
ABSTAIN: none.

Kitty Jung
Kitty Jung, Chair



ATTEST

Nancy L. Parent
NANCY PARENT, County Clerk

AMENDMENT #1 TO INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health
Lake's Crossing Center
500 Galletti Way
Sparks, NV 89431
Ph: (775) 688-1900 · Fax: (775) 688-1909

and

Washoe County
101 East 9th street – #A201
P.O. Box 11130
Reno, Nevada 89520-0027
Ph: (775) 328-2000 · Fax: (775) 328-2037

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract and dated July 1, 2015 attached hereto as Exhibit C, remain in full force and effect with the exception of the following:

A. This contract is being amended to increase the consideration and change the method that Fees for Services are considered. Original contract was based on FTE and amended contract is based on cost for each type of report.

Current Contract Language:

7. CONSIDERATION. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service, with total Contract not to exceed \$ 508,700.00.

ATTACHMENT AA – SCOPE OF WORK

Amended Contract Language:

7. CONSIDERATION. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost reflective upon the rates and terms set forth in Exhibit B – Fee Schedule, with total Contract not to exceed \$942,400.00

Exhibit A – Amended Scope of Work (Replaces original SOW – Attachment AA)

Exhibit B – Fee Schedule

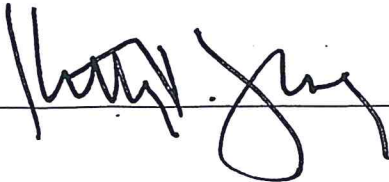
Approved 10/11 BOE
Revised 8/25/15

16-10360

2. INCORPORATED DOCUMENTS. Exhibit C (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.



_____ Date

Chair
Washoe County Board of Commissioners
Independent's Contractor's Title

_____ for Cody L. Phinney, MPH

_____ Date

Administrator,
Division of Public and Behavioral Health
Title

_____ for Richard Whitley, MS

_____ Date

Director,
Department of Health and Human Services
Title

_____ Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

_____ Deputy Attorney General for Attorney General

On _____
(Date)

EXHIBIT A
AMENDED SCOPE OF WORK
(Replaces the Original Scope of Work – Attachment AA)

DEFINITIONS

1. The County means any department or agency of the county government including, without limitation, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender and conflict attorneys.
2. The Court means the Second Judicial District Court.
3. The State means the the Division of Public and Behavioral Health, Lake’s Crossing Center for Mentally Disordered Offenders.
4. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, or is pending sentencing.
5. The Mental Health professional means a person, who is a clinical psychologist or clinical social worker, is licensed as such by the State of Nevada and is an employee of the State of Nevada or under contract to the State.
6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk and malingering at the standardized testing rate in Exhibit B – Fee Schedule.

STATE’S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defender’s Office, the Alternative Public Defender, conflict attorneys, District Attorney’s Office and the Court. These referrals for performing evaluations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted. All referrals for competency evaluations must be subject to a court order after an attorney for the defendant has been appointed. Other categories of evaluations may be completed after an attorney has been appointed with the signed consent of the defendant to do so. All records necessary to complete the evaluation must be received prior to the evaluation being completed. If the appropriate records are not provided the evaluator shall indicate in writing and the evaluation will not be completed until the records are received. The State will conduct mental evaluations as time allows in the five areas as prioritized below.

- A. Competency Evaluations per NRS178.415
- B. Risk Assessments per NRS176.A.110 (as designated pre-sentencing)
- C. Criminal Responsibility Assessments
- D. Substance Abuse Evaluations
- E. Other Evaluations necessary for sentencing determinations as requested by the Court

2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender’s office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Revised Competency Assessment Instrument (RCAD). Should any other appropriate third party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited and provided to the Court, the defense and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete

other extensive investigative record review, the County will be charged the standardized testing rate in Exhibit B – Fee Schedule. Such additional testing will be only with the prior approval of the Public Defender. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the Court and the Public Defender's office on a case-by-case basis, as service time is available at an additional cost which will include any risk assessments pre-conviction. The State will provide program evaluation data to indicate work performed.

3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within fifteen (15) working days of the referral, assuming required interpreter services are provided by the County when requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State, under any other circumstance unless so designated in this attachment.

All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.

4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternative Public Defender, conflict attorneys or the District Attorney's office at an additional cost.

5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.

6. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State or professional under contract with the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this Attachment. The State acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.

7. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this Attachment.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

COUNTY'S RESPONSIBILITIES

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for the State.

2. The County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designee will make a written referral to the State for client competency evaluations. We require a court order for all competency evaluations. A court order or a signed consent is required for all other evaluations. The Public Defender, Alternative Public Defender or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender or conflict attorneys shall also provide the State information in its possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through Assistant County Manager and/or Lake's Crossing Center Agency Director and will be subject to the same requirements as outlined above for the Public Defender or conflict attorneys.

3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Attachment. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.

4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Attachment.

5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this Attachment.

6. The County will provide access to defendant medical records for the Mental Health Professional as needed for the purpose of ensuring properly informed evaluations. The attorney shall procure a signed release from the defendant to allow examiners to access medical records at the jail in order to complete assessments. In the absence of a signed consent, a court order to access records should be provided. Should neither of these be provided the evaluation shall document that insufficient information was available to provide a complete assessment.

7. The County will see that defendants not in custody will appear for scheduled appointments with the State provided Mental Health Professional. Should a client miss more than one (1) appointment and a subsequent re-scheduled appointment, he or she will be referred back to the county for assessment. The County will take full responsibility for any missed court appearances.

FEES FOR SERVICE

1. The State will submit monthly to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

2. The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment.

EXHIBIT B
FEE SCHEDULE

Fees effective December 1, 2016

Fee Schedule				
Annual Services	Flat Rate	Per Hour	Units	Total
Completed Evaluation	\$ 450		1000	\$ 450,000
Cancelled Evaluation	\$ 70		160	\$ 11,200
Expert Witness Testimony		\$ 135	50	\$ 6,750
Standardized Testing		\$ 65	50	\$ 3,250
Total				\$ 471,200
Term of Contract in Years				2
Not to Exceed Amount				\$ 942,400

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health
Lake's Crossing Center
500 Galletti Way
Sparks, Nevada 89431
Ph: (775) 688-1900 · Fax: (775) 688-1909

and

Washoe County
1001 East 9th Street – A201
PO Box 11130
Reno, Nevada 89520-0027
Ph: (775) 328-2000 · Fax: (775) 328-2037

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2015 to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost of reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service, with total Contract not to exceed \$ 508,700.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its

duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW: JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washoe County
Public Agency #1

Marsha Berkgigler
Date

Chair,
Washoe County Board of Commissioners

Division of Public and Behavioral Health
Public Agency #2

for Marta E. Jensen Date

Acting Administrator,
Public and Behavioral Health
Title

for Richard Whitley, MS Date

Director,
Department of Health and Human Services
Title

Signature for Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)